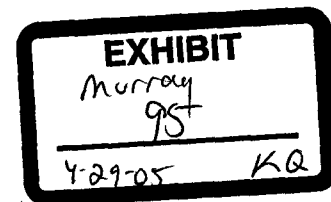


EXHIBIT 27

Law Offices

HOLLAND & KNIGHT LLP10 St. James Avenue
Boston, Massachusetts 02116617-523-2700
FAX 617-523-6850
<http://www.hklaw.com>Annapolis
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Rio de JaneiroSão Paulo
Tel Aviv*
Tokyo
*Representative Offices

November 21, 2003

DEBORAH S. GRIFFIN
617-305-2044Internet Address:
deborah.griffin@hklaw.comVIA E-MAIL and
First Class MailThomas W. McEnaney, Esq.
Kopelman & Paige, P.C.
31 St. James Avenue, 7th Floor
Boston, MA 02116

Re: North Brookfield Intermediate & Senior High School Project
Surety: American Manufacturers Mutual Insurance Co.
Bond No.: 3SE 057 856
Claim No.: 167-SE-002-989

Dear Tom:

Since sending you, on November 12, 2003, the two originals of the Completion Contract executed by Fontaine Bros., Inc., and its Performance and Payment Bonds and Certificate of Liability Insurance, it has come to my attention that those documents contained the two different contract amounts. The figure on which Fontaine and the surety had agreed was, as stated in my cover letter to you of November 12, \$11,381,362. That amount is correctly reflected in Fontaine's Labor and Material Payment Bond. However, an incorrect figure of \$11,527,000, was stated in the Completion Contract itself and in the Performance Bond. I have brought this scrivener's error to Fontaine's attention and Fontaine has acknowledged it.

In addition, we have since learned that the \$11,381,362 figure was based on a mistake on the part of both Fontaine and the Surety as to the amount of one of the subcontractor ratification agreements. That mistake was in the amount of \$15,934.35, which should bring the correct contract amount to \$11,397,296.35. It is my understanding that Fontaine is prepared to execute a

Thomas W. McEnaney, Esq.
November 21, 2003
Page 2

credit change order to the Completion Contract that would make an adjustment on account of both of these errors. However, if the Town's acceptance of the Completion Contract and its issuance of a Notice to Proceed is delayed any further, the amount of the adjustment may be reduced if that delay increases Fontaine's completion costs.

AMMIC has continued its analysis of its obligations under its performance bond, notwithstanding the Town's refusal to provide us with copies of the Town's contract with Dore & Whittier, and the invoices the Town has received to date for design and construction management fees. I am enclosing with this letter a two-page analysis that sets forth the surety's calculation of amounts owed on its performance bond. On the basis of information available to it at this time, the surety believes it owes the Town of North Brookfield \$2,538,838.37. It is in the process of issuing a check in that amount payable to the Town of North Brookfield. As soon as I receive it, I will hand-deliver it to you unconditionally.

AMMIC has taken note of the Town's failure to appropriate the additional funds necessary above that amount to pay the difference between Fontaine's price to complete and the contract balance, which difference is \$3,197,996.17. AMMIC is also aware that the Town is likely to disagree with certain aspects of the surety's calculation of the amount owed, although we are not certain of the extent of that disagreement. In addition to delivering unconditionally the above-referenced check in the amount of \$2,538,838.37, AMMIC is preparing to deliver to you an additional check in the amount of \$659,157.80 under a reservation of rights, negotiation of which will be conditioned upon the Town executing the Completion Contract with Fontaine and issuing it a Notice to Proceed. We will continue our efforts to resolve the differences between the surety and the Town concerning disputed aspects of the Town's claims and the surety's defenses, with the \$659,157.80 to be credited against any additional amount the parties may agree, or a court may determine, that AMMIC owes. If such additional amounts are lower, the difference is to be refunded to AMMIC.

To respond to the point in your November 14, 2003 letter concerning latent defects, AMMIC is prepared to pay for the reasonable and necessary costs incurred by the Town under the Fontaine contract, for latent defects caused by Sciaba's work. It believes that Fontaine's contract price covers any other defective, deficient, deteriorated or otherwise unacceptable work.

Contrary to the statements on the second page of your November 14 letter, AMMIC is not obligated to complete the project. It believes it has complied fully with its obligations under the bond by delivering the Fontaine

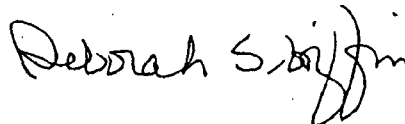
Thomas W. McEnaney, Esq.
November 21, 2003
Page 3

contract to the Town, as well as committing to make the unconditional payment referenced above.

Once again, we urge the Town to take the necessary steps to mitigate its damages and to execute the agreement with Fontaine without delay (and thus minimize or eliminate any decrease in the necessary credit change order).

Very truly yours,

HOLLAND & KNIGHT LLP



Deborah S. Griffin

DSG/bsw: # 1381969_v1
431261.00002

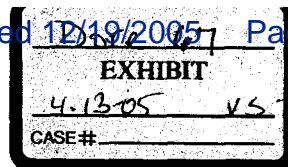
Enclosure

cc: Robert P. Garrity, Esq. (w/encl., via e-mail)
Stephen J. Beatty, Esq. (w/encl., via e-mail)
Richard P. Anastasio, P.E. (w/encl., via e-mail)

North Brookfield Claims Analysis		
Item	Amount	Notes on Surety's Position
Fontaine's Price to Complete	\$11,397,296.35	
Contract Balance	<u>-8,199,300.18</u>	
Completion Deficiency	\$3,197,996.17	
Liquidated Damages	\$228,000.00	C.O. 3 extended completion to 12/15/03 for both phases plus 60 days weather delays -- see Completion Date Sheet
Roof Repair	\$0.00	Work performed within extended time for completion
Legal Fees	\$10,000.00	
Design and Construction Management Services	\$164,371.43	See Completion Date sheet
Total of Town's Claims	\$3,600,367.60	
Overpayment defense		
May payments	\$696,578.23	
	\$2,903,789.37	
Earlier overpayments - Div. 1	\$120,697.00	
Earlier overpayments - Div. 2	\$226,213.00	
Earlier overpayments - Div. 9	\$18,041.00	
Total earlier overpayments	\$364,951.00	
Total due from surety	\$2,538,838.37	
Shortfall against completion cost	\$659,157.80	

Time Related Claims			
Original Dates	Date	days/amounts	comment
Contract Inception	4/19/2002		
Substantially Complete New Building	7/17/03	453	
Substantially Complete Demolition of Old Building and Parking Lot	11/15/03	118	
Total		571	
Extended Substantially Complete New Building	2/13/2004	659	December 15 per C.O. 3 plus 60 days weather delay
Extended Substantially Complete Demolition of Old Building and Parking Lot	2/13/2004	0	December 15 per C.O. 3 plus 60 days weather delay
		659	
Fontaine's dates			
New Building	8/15/04	182	
Old Building and Parking Lot	10/1/04	46	
Total days late on which liquidated damages assessed		228	
Liquidated Damages		\$228,000.00	at \$1000 per day
Design and Construction Management Dates			
Delay in days from above		228	
Delay in weeks		33	
Work suspended from	5/31/2003		
to	11/17/2003	167	
Duration of suspension in weeks		24	
Net additional weeks of design and c.m. services		9	
Weekly rate for design and c.m. services		\$10,600.00	weekly rate includes 40 hours a week for CM, not 50 as claimed by Town
Total cost for net additional weeks		\$92,371.43	
Actual billings during suspension through 9/20/03		\$48,000.00	In the absence of copies of actual bills, running rate reduced from \$4,800 claimed by Town to \$3,000: 20 hours a week for CM; 2 hours a week for principal = \$2,550, rounded up.
Estimated billings during suspension 9/20-11/17/03 8 wk x 4800/ wk		\$24,000.00	Same as above
		\$164,371.43	

EXHIBIT 28



LEONARD KOPELMAN
DONALD G. PAIGE
ELIZABETH A. LANE
JOYCE FRANK
JOHN W. GIORGIO
BARBARA J. SAINT ANDRE
JOEL B. BARD
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WILLIAM HEWIG III
JEANNE S. MCKNIGHT

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THOMAS W. MCENANEY
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MARCELINO LA BELLA
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BRIAN E. GLENNON, II
JONATHAN D. EICHMAN
LAURA H. PAWLE
TODD A. FRAMPTON
JACKIE COWIN
SARAH N. TURNER

December 4, 2003

Deborah S. Griffin, Esq.
Holland & Knight, LLP
10 St. James Avenue
Boston, MA 02116

Re: North Brookfield Junior/Senior High School Project

Dear Ms. Griffin:

Pursuant to your request, enclosed please find a copy of the contract for designer services between the Town and Dore & Whittier, Inc. ("D&W"), along with copies of the invoices submitted by D&W to the Town relative to the above-referenced project. Please note that I have also enclosed copies of the Town's legal bills through September 30, 2003. The Town has incurred additional legal fees for Keiran B. Meagher's services in the amount of \$2,025.00 through September 30, 2003, and additional fees in the amount of \$4,100.00 for Mr. Meagher's services and an additional \$6,360.00 for my services from October 1, 2003 to the present which have not yet been billed. Therefore, the total incurred by the Town for legal fees is \$19,407.00 as of November 30, 2003.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Thomas W. McEnaney

TWM/kad
Enc.

cc: Board of Selectmen (w/o enc.)
School Building Committee (w/o enc.)
Mr. Lee Dore (w/o enc.)
Kieran B. Meagher, Esq.

206918/NBRO/0017

EXHIBIT 29

Law Offices

HOLLAND & KNIGHT LLP

10 St. James Avenue
Boston, Massachusetts 02116

617-523-2700
FAX 617-523-6850
<http://www.hklaw.com>

**DEPOSITION
EXHIBIT**

Dore 59
4-13-05

vs

Annapolis
Atlanta
Bethesda
Boston
Bradenton
Chicago
Fort Lauderdale
Jacksonville
Lakeland
Los Angeles
Miami
New York
Northern Virginia

Oakbrook
Orlando
Portland
Providence
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Rio de Janeiro

Sao Paulo
Tel Aviv
Tokyo

*Representative Offices

November 5, 2003

DEBORAH S. GRIFFIN
617-305-2044

Internet Address:
deborah.griffin@hklaw.com

VIA FACSIMILE
(617) 754-1735 and
First Class Mail

Thomas W. McEnaney, Esq.
Kopelman & Paige, P.C.
31 St. James Avenue, 7th Floor
Boston, MA 02116

Re: *North Brookfield Intermediate & Senior High School Project*
Surety: *American Manufacturers Mutual Insurance Co.*
Bond No.: *3SE 057 856*
Claim No.: *167-SE-002-989*

Dear Tom:

Since our meeting of October 15, the surety has obtained additional information in supporting its overpayment defenses. We summarize that information below.

A. The May Payments. Your letter of June 9 indicated that payments had been made to Sciaba in the amounts of \$287,556.28 and \$443,733.76 on May 21 and May 27, 2003 respectively. We have learned from records subpoenaed from Sciaba's bank that the May 21 payment was only \$252,844.47. Apparently, the amounts paid on the claims for direct payment on May 21-22 were deducted from the \$287,556.28 before the check to Sciaba was cut. Thus, the total actually paid to Sciaba during the last ten days of May, which the surety contends should not have been paid, is \$696,578.23. Of that amount, the surety has identified only \$100,700.49 as having reached subcontractors on the project. Thus the surety was prejudiced by the May payments to the extent of \$595,877.74.

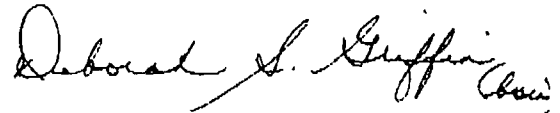
Thomas W. McEnaney, Esq.
November 5, 2003
Page 2

B. Prior Overpayments. In addition, in the process of examining the bids and the status of work on the project, the surety has identified several Divisions of work on which the Town and the architect approved for payment percentages of completion that far exceeded the actual amount of work performed. The Divisions and/or line items overpaid in this way are summarized on the attached spreadsheet. We have attempted to ensure that only monies paid prior to the May payments are included in this total. They total \$527,320.

When we resume our discussions, we will need to address total claimed overpayments of \$1,123,198 outlined above. I have not had a chance to digest the points in your last letter but will do so next week upon my return to the office.

Very truly yours,

HOLLAND & KNIGHT LLP



Deborah S. Griffin

DSG/bsw: # 1330037_v1

431261.00002

Enclosure

cc: Stephen J. Beatty, Esq. (w/encl.)(by fax)
Richard P. Anastasio, P.E. (w/encl.)(by fax)
Kieran B. Meagher, Esq. (w/encl.)(by fax)

Spec	Trade	Sclaba Scheduled Value	% Approved	\$ Approved	Amt. over- approved	Amt. not paid, or paid in May	Amt. overpaid	Comment
DIV 1	General Req'ts	\$609,353	72.12%	\$439,465	\$200,680	\$79,963	\$120,697	Total job % complete per May 31 req. 14 is 33%, not 72%.
Div 2	Site Work	\$1,308,000	38.98%	\$509,900	\$248,300	\$22,087	\$226,213	Bidders indicate work is no more than 20% complete.
Div 9	Finishes	\$902,050	4.83%	\$43,610	\$180,410	\$0	\$180,410	Only work done was a small amount of studs.
	Total						\$527,320	

AM17773

Nov 5 2003 10:44 P. 04

EXHIBIT 30

11/12/03 10:59 FAX 6176541735

KOPELMAN AND PAIGE PC

002

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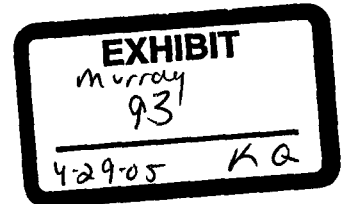
(508) 752-0203

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JACKIE COWIN
SARAH N. TURNER

November 12, 2003

BY FACSIMILE - (617) 523-6850

Deborah S. Griffin, Esq.
Holland & Knight, LLP
10 St. James Avenue
Boston, MA 02116

Re: North Brookfield Junior/Senior High School Project

Dear Ms. Griffin:

This is a follow-up to your request for additional information to support the Town's claim for additional design and construction management services costs that are attributable to E.J. Sciaba Contracting, Inc.'s ("Sciaba") voluntary default on the above-referenced project. As set forth in my November 4, 2003 letter, the Town incurred and will incur additional costs for design and construction management services that are attributable to Sciaba's breach in the amount of \$579,027.55. A copy of the breakdown of these additional fees is attached hereto for your review and convenience.

Please note that these additional fees are based upon a substantial completion date for the building of April 30, 2004, and a substantial completion date for the demolition and site work of August 30, 2004. Dore & Whittier, Inc.'s ("D&W") contract with the Town runs for ninety (90) days beyond the final substantial completion, which is November 30, 2004, based upon the August 30, 2004 substantial completion date for the demolition and site work. D&W's original contract with the Town expires on January 31, 2004. As a result, based upon an August 30, 2004 completion date, D&W will work and additional 43 weeks beyond the expiration of the original contract. If the substantial completion date is extended as proposed by Fontaine Bros, Inc. ("Fontaine"), the design and project management fees will obviously increase.

11/12/03 10:59 FAX 6176541735

KOPELMAN AND PAIGE PC

003

KOPELMAN AND PAIGE, P.C.

Deborah S. Griffin, Esq.
November 12, 2003
Page 2

As set forth in the attached breakdown, D&W estimates that its team will spend on average the following number of hours per week on the project:

Project manager	18
Job captain	18
Project architect	16
Principal	4
Total:	56

D&W compared its estimate to the actual average hours spent during the construction administration phase of another one of its projects, the King Philip Middle School project in Norfolk, Massachusetts. The King Philip Middle School project was similar, but slightly larger than the North Brookfield project. For a 12 month period on the King Philip Middle School project, D&W's actual hours were as follows:

Project Manager	26.9
Project Architect	56.44
Job Captain	29.41
Principal	not tracked
Total	112.75

The estimated hours that D&W will spend on the North Brookfield project is approximately half the actual hours spent on the King Philip Middle School project, which as set forth above, was a slightly larger project. Based on these figures, it is the Town's position that its projections are fair, perhaps even low, and representative of the number of hours required to complete this project properly and in accordance with the contract documents.

As you may know, when Sciaba defaulted on the project, the Town suspended its contract with D&W. Any work that was performed on the project was then billed on a time card basis from May 30, 2003 to the present time. To date, the Town has been billed \$77,457.78 for work performed by D&W through September 19, 2003. D&W estimates that services rendered from September 20, 2003 to January 30, 2004 will be an additional \$91,200.00.

11/12/03 10:59 FAX 6176541735

KOPELMAN AND PAIGE PC

004

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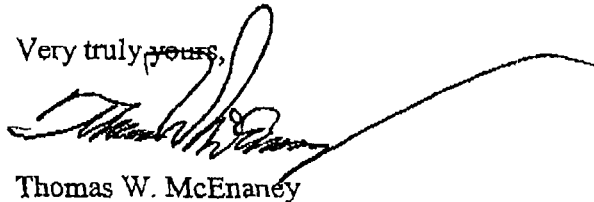
Deborah S. Griffin, Esq.
November 12, 2003
Page 3

Please note that the estimate also provides American Manufacturers Insurance Company ("AMMIC") with a credit in the amount of \$256,593.38, which represents the unpaid balance on the original contract between the Town and D&W. As a result, while the breakdown lists additional services, including amounts for civil engineering, abatement monitoring, food service, furniture and equipment procurement, Chapter 17 testing and technology procurement, please note that these costs are included in the credit and are not additional costs attributable to Sciaba's default.

Based upon our discussions at our October 15, 2003 meeting, it is my understanding that AMMIC objects to the amount that the Town is seeking for additional design, project management and legal costs. To date, however, AMMIC has not specifically informed the Town as to the reasons for its objections and has not disclosed any facts to support any objections that it may have to the Town's figures. As you know, AMMIC is responsible for any additional legal, design, professional and delay costs resulting from Sciaba's default, in addition to the costs for completing the contract and correcting any defective work, pursuant to paragraph 6 of the Performance Bond. Despite this clear obligation to the Town, AMMIC has not identified any basis for its failure to pay the Town amounts for which the Town is clearly entitled. It is the Town's position that this conduct may constitute a violation of G.L. c.93A and G.L. c.176D, §3(9)(a, b, c, d, e, f, g, h, m and n). Therefore, kindly provide me with all reasons to support AMMIC's refusal to pay the Town's claims for additional architectural construction management and legal costs, along with a detailed statement of facts which supports AMMIC's rationale at your earliest convenience.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



Thomas W. McEnaney

TWM/kad

Enc.

cc: Board of Selectmen
School Building Committee
Mr. Lee Dore

206228/NBRO/0017

11/12/03 10:59 FAX 6176541735

KOPELMAN AND PAIGE PC

005

North Brookfield Jr./Sr. High School				
Estimated Fee to complete project between Dore and Whittier and N. Brookfield				
	Phase 1 Substantial Completion	Phase 2 Substantial Completion	90 days beyond Substantial Completion	
	8/30/03	10/31/03	1/31/04	
Additional Time Duration Breakdown				
	DW's Contract with NBHS expires on:	Phase 1 Substantial Completion Date under Completion Contractor	Phase 2 Substantial Completion Date under Completion Contractor	DW Contract with Owner is for 90 days beyond final substantial completion date
	31-Jan-04	30-Apr-04	30-Aug-04	30-Nov-04
# of Weeks		13	30	43
# of months		3.25	7.5	10.75
Basic A/E Services *				
Work Group	Hourly Rate	Hours Per Week	Estimated # of weeks to complete	Cost Per Estimated Cost Month
Project Manager	\$118	18	43	\$88,397
Job Captain	\$102	18	43	\$78,892
Project Architect or Engineer	\$105	18	43	\$72,240
Principal	\$126	4	43	\$21,672
	punchlist and initiating close-out procedures			
Total Estimated Basic A/E Cost to Complete				\$262,141 \$24,385.20
Additional Services				
Civil				\$20,566.25
Abatement Monitoring				\$28,406.00
Food Service				\$3,000.00
F&E Procurement				\$44,275.00
Ch. 17 Testing				\$10,000.00
Technology Procurement				\$32,586.00
Total Estimated Additional Services Cost to Complete				\$138,827.25 \$12,913.70
Reimbursable Expenses				
Lump Sum Reimbursable Expenses				\$18,750.00 \$1,744.19
Construction Management				
Work Group	Hourly Rate	Hours Per Week	Estimated # of weeks to complete	Estimated Cost
Construction Manager	115	60	43	\$247,250.00
Total Estimated Additional Services Cost to Complete				\$247,250.00 \$23,000.00
Additive Cost Summary				
Total Estimated Costs for Completion 1/31/04 - 11/30/04				\$686,963.15
Total Invoices Billed to Owner as Time Card Services from 5/30/03 - 9/19/03 (16 weeks @ avg. of \$4,800 per week)				\$77,457.78
Total Invoices TO BE billed from 9/20/03 to 1/30/04 (19 weeks @ avg. of \$4,800 per week)				\$91,200.00
Credit Cost Summary				
Balance (as of 9/19/03) in Owner's Budget for CM, Basic A/E, Addl Services & Reimbursables				(\$256,593.38)
Net Estimated ADDITIONAL COSTS TO OWNER				